

obtaining, of the American Arbitration Association or such other rules as it may designate. The American Arbitration Association is hereby authorized to make arrangements for any such arbitration to be held under such rules in Cincinnati, Ohio, unless the parties hereto agree upon some other location for the arbitration. This Agreement to arbitrate shall be enforceable, and the judgment upon any award rendered by all or a majority of the arbitrators may be entered, in any court having jurisdiction thereof.

- (d) This Agreement, the relationship of the parties, and all of their respective rights and obligations shall be construed and interpreted in accordance with the laws of the State of Ohio, without giving effect to the principles of conflict of laws thereof.
- (e) Each of the parties to this Agreement represents that it has full authority to enter into and perform all of its obligations under this Agreement and to bind such party to the terms hereof.
- (f) Morrell and Producer agree that the relationship between them is that of independent contractors. Nothing in this Agreement shall be deemed to constitute an appointment of either Producer or Morrell as agent, representative, partner, joint venture or employee of the other party. Neither Producer nor Morrell shall have, nor shall either represent itself as having, any right, power or authority to create any agreement or obligations, either express or implied, on behalf of, in the name of, or binding upon the other party, or to pledge the other's credit or to extend credit in the other's name unless the other party shall provide advance written consent thereto.
- (g) The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, strictly neither for nor against any party hereto, and without implying a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the person who itself or through its agent prepared the same, it being agreed that representatives of both parties have participated in the preparation hereof.
- (h) This Agreement shall not be exclusive to Producer, but instead may be offered by Morrell to other qualified producers.

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